



Priscilla Gulino
Human Resources Director
T: 646-873-8480
F: 866-261-4137
E: pgulino@guidepointglobal.com

March 19, 2018

BY HAND

Ms. Valentia Villetti
162 E. 61st Street, #1B
New York, NY 10065

Re: Termination of Employment

Dear Valentia:

For reasons which have been, or will be, given to you, your employment with Guidepoint Global, LLC ("Guidepoint") is hereby terminated effective as of the date of this letter (the "Termination Date"). The information below will highlight the impact of your termination on your final pay and benefits.

Final Pay:

Your final paycheck through 03/19/18 will be deposited in accordance with Guidepoint's Direct Deposit Program.

You will be paid:

- a. Compensation accrued since your last pay period.
- b. Payment equal to 5 vacation days accrued but not used.

Benefits: Your coverage in Guidepoint's medical, dental and/or TransitChek benefits will end effective March 31, 2018 (the "Benefits Termination Date"). You will receive COBRA information at your home address directly from COBRA Control Services, LLC within the next two weeks. You will need to act on your COBRA privileges within 60 days of the Benefits Termination Date. Effective as of the date of this letter, your employee contribution and the employer match to the Guidepoint Global 401k Plan will cease.

Company Property:

Please return all company property in your possession, blackberry, and access badge to Priscilla Gulino. If you have any questions or need further clarification, please contact me at 646.873.8480 or pgulino@guidepointglobal.com.

Very truly yours,

Priscilla Gulino
Human Resources Director



Catherine Smith
General Counsel
T: 212.812.9511
F: 855.430.3494
E: csmith@guidepointglobal.com

HEADQUARTERS

730 Third Ave, 11th Floor
New York, NY 10017
212 375 2980 T
212 638 9175 F

March 19, 2018

BY HAND

Ms. Valentia Villetti
162 E. 61st Street, #1B
New York, NY 10065

Re: Separation from Employment

Dear Valentia:

This letter concerns your separation from employment with Guidepoint Global, LLC ("Guidepoint") and our offer of a severance benefit in exchange for your release of claims and other consideration, as described below.

1. Cessation of Employment. Your employment will terminate effective March 19, 2018 (the "Separation Date").
 - (a) You will be paid your salary through the Separation Date, in accordance with Guidepoint's regular payroll practices.
 - (b) You will be paid for accrued but unused vacation days per the Termination Letter provided to you on March 19, 2018.

Apart from these two items, you will not receive any compensation or benefits except as provided below.

2. Severance Allowance. In consideration for you signing this letter agreement (this "Agreement"), and subject to the conditions set forth below, you will receive the following severance benefit:
 - (a) Severance Payment. Guidepoint will pay you Fifteen Thousand Dollars (\$15,000), less applicable deductions required by federal, state and local law, which represents one (1) months' salary. This amount will be paid in a one-time payment, in accordance with

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Guidepoint's regular payroll practices, provided, however, that no payment shall be processed or made until the first regular payday at least fourteen (14) days following Guidepoint's receipt of this Agreement signed by you.

- (b) **Conditions.** You agree that your full compliance in all respects with each and every term of this Agreement, including without limitation the obligations set forth in paragraphs 5, 6, 7, 8, 9 and 10, is an express condition to Guidepoint's obligation to make the Severance Payment pursuant to paragraph 2(a).
- 3. **No Further Consideration.** You agree that you are not entitled to and will not seek any further payment, benefit or other consideration, including any claim for costs or attorneys' fees, from or against Guidepoint or any Releasees, as that term is defined below, other than that to which you are entitled pursuant to this Agreement.
- 4. **Waiver and Release.** In exchange for the Severance Payment provided for in this Agreement, you agree to waive any and all claims against Guidepoint, its subsidiaries and affiliates, and their respective successors and assignees, employees, officers, directors, members, managers, clients, agents and representatives, both current and former (collectively, the "Releasees," each a "Releasee") and to release and discharge the Releasees from liability for any and all claims or damages that you had, have or may have against any of the Releasees at any time prior to and including the date you sign this Agreement, whether known or unknown to you, including but not limited to any claims arising under any federal, state or local law, rule or ordinance, tort, contract (express or implied), public policy, or any other obligation, including any claims arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York Labor Law, the New York Executive Law, and any other federal, state or local labor, employee relations and/or fair employment practices statute, rule or ordinance and all claims for wages, employee benefits (including vacation), and any other monetary or equitable relief. Notwithstanding any of the foregoing or other provisions of this Agreement, this waiver and release does not include claims that cannot be waived as a matter of law or public policy, and the right to seek enforcement of this Agreement.
- 5. **Covenant Not To Sue.** You represent that you have not filed any lawsuit against Guidepoint or any Releasee in any court and you have not filed or caused to be filed any charge or complaint against Guidepoint or any Releasee with any municipal, state or federal agency charged with the enforcement of any law. You agree that you will not, to the fullest extent permitted by law, except to enforce the terms of this Agreement, sue or file a charge, complaint, grievance or demand for arbitration in any forum or assist or otherwise participate in any claim, arbitration, suit, action, investigation or other proceeding of any kind brought on your behalf that relates to any matter that involves Guidepoint or any Releasee. You further agree that you will pay all costs and expenses, including attorneys' fees, incurred by

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Guidepoint in defending against any such proceeding initiated by you or on your behalf. You understand, however, that you are not waiving any claims or rights that cannot be waived by law, including your right to file a charge of discrimination with or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, but acknowledge that you are waiving any claim or right to any form of monetary or other damages in connection with any such charge, investigation or proceeding.

6. **Non-Disclosure; Cooperation.** You agree that you will not disclose, or cause to be disclosed in any way, the terms of this Agreement or the fact that this Agreement exists, except for the purpose of enforcing this Agreement, should that ever be necessary. You reaffirm in its entirety Paragraph 5 of your Employment Agreement with Guidepoint dated September 11, 2017 (the "Employment Agreement"), annexed hereto as Exhibit A, and agree that you will comply with the provisions contained therein. You further agree that you will cooperate fully with Guidepoint in connection with any existing or future litigation against Guidepoint, whether administrative, civil or criminal in nature, in which and to the extent Guidepoint reasonably deems your cooperation necessary.
7. **Non-Competition.** You reaffirm in its entirety Paragraph 4 of the Employment Agreement, and agree that you will comply with the provisions contained therein.
8. **Non-Solicitation of Employees, Contractors and Agents.** You reaffirm in its entirety Paragraph 6 of the Employment Agreement, and agree that you will comply with the provisions contained therein.
9. **Company Property.** You agree that you will not take or otherwise remove from Guidepoint's premises any property belonging to Guidepoint, including, without limitation, computer equipment, disks and data, books, manuals, files, papers, memoranda, letters, and other documents, whether in hard copy, electronic or other form. To the extent that any such property is in your possession, custody or control, you will immediately return it to Guidepoint. You agree that you will not copy, alter or delete any file, folder, program or information from any Guidepoint computer system. You will provide to Guidepoint the location, password, formula and/or any other information requested or required to enable Guidepoint to access any Guidepoint resources or reports for which you have been responsible.
10. **No Disparagement.** You agree not to make, or cause to be made, any written or oral statements about Guidepoint or any Releasee that may disparage, criticize or in any way injure Guidepoint or a Releasee.
11. **Breach of Agreement.** You acknowledge that a material breach by you of any provision in paragraphs 5, 6, 7, 8, 9 or 10 would cause great damage and injury to Guidepoint and that such provisions provide a material element of Guidepoint's consideration for and inducement to enter into this Agreement. Accordingly, it is expressly understood and agreed that, if you do materially breach any provision in paragraphs 5, 6, 7, 8, 9 or 10, you must immediately repay to Guidepoint the value of any payment previously received by you under this Agreement as liquidated damages, it being

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agreed that Guidepoint's monetary damages in the event of such breach would be difficult to calculate and that this amount represents a fair approximation of such damages. You further agree that Guidepoint may, in addition to these liquidated damages and in addition to pursuing any other remedies that it may have in law or in equity, obtain an injunction against you from any court having jurisdiction over this matter, restraining any further violations of this Agreement.

12. **No Admission.** You understand and agree that any payment or benefits provided to you under the terms of this Agreement do not constitute an admission by Guidepoint of any kind.
13. **Choice of Law and Severability.** This Agreement shall be interpreted for all purposes under the laws of the State of New York excluding its choice of law principles, which are deemed inapplicable. If any clause of this Agreement should ever be determined to be unenforceable, it is agreed that this will not affect the enforceability of any other clause or the remainder of this Agreement.
14. **Integration and No Oral Modification.** This Agreement constitutes our full and final understanding and entire agreement with respect to the subject matter hereof and this Agreement supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly or collaterally related to the subject matter of this Agreement. No waivers with respect to, amendments to or changes in the obligations created by this Agreement shall be effective unless reduced to writing and signed by you and an authorized signatory of Guidepoint.
15. **Knowing and Voluntary.** Your signature below indicates that you are entering into this Agreement knowingly and voluntarily, without duress or coercion, with a full understanding of its terms. You acknowledge that you have been given a period of at least twenty-one (21) days to consider the terms of this Agreement. You may revoke your acceptance of this Agreement by providing written notification of your revocation to Guidepoint's counsel, Catherine Smith, Esq., General Counsel, Guidepoint Global, LLC, 730 Third Avenue, 11th Floor, New York, NY 10017, within seven (7) days of your execution of this Agreement. If you revoke your acceptance of this Agreement, this Agreement will be null and void in all respects.



16. Advice of Counsel. You are advised to discuss this Agreement with an attorney of your choice, and you acknowledge that you have been provided ample opportunity to do so.

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS YOUR RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS OTHER THAN SPECIFIED ABOVE.

To accept this offer and state your intention to be bound by the terms of this Agreement, you must sign and return this letter to Guidepoint no later than April 11, 2018. If you do not sign and return this letter to Guidepoint by April 11, this offer will lapse and may no longer be accepted.

Sincerely,

A handwritten signature in blue ink that reads "Catherine Smith".

Catherine Smith

AGREED AND ACCEPTED:

By: _____

Valentia Villetti

Date